

MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL AVIATION ADMINISTRATION
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
AND
THE CITY OF CHICAGO

REGARDING

DEMOLITION OF THE CRANE & MORELAND BUILDING ON PARCEL 150,
5600-5608 WEST 63rd STREET
IN THE CITY OF CHICAGO,
COOK COUNTY, ILLINOIS

WHEREAS, the Federal Aviation Administration (FAA), as the lead Federal agency, has been requested to approve the City of Chicago's proposed Airport Layout Plan (ALP) revision at Chicago Midway International Airport (Midway) for the acquisition and proposed demolition of the structure on 5600-5608 West 63rd Street, Cook County, Illinois (**Parcel 150**); and

WHEREAS, the undertaking is in compliance with FAA standards that provide Runway Protections Zones, Runway Safety Areas, and Runway Object Free Areas off the ends of active runways and which are to be free of obstructions to enhance safety: *Advisory Circular 150/5300-13A, Airport Design*; and

WHEREAS, the FAA is responsible for completing the requirements of Department of Transportation (DOT) Act Section 303 (c) and Section 106 of the National Historic Preservation Act ("NHPA"), 16 U.S.C. {} 470f, and its implementing regulations, 36 C.F.R. Part 800; and

WHEREAS, the FAA has consulted with the Illinois State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to Section 106, and

WHEREAS, the FAA, in accordance with 36 C.F.R. {} 800.6(a) (1), has notified the ACHP of its adverse effect determination and provided the specified documentation pertaining to such notice, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. {} 800.6(a) (1) (iii); and

WHEREAS, the SHPO and FAA concur that the Crane & Moreland building is eligible for the National Register of Historic Places (NRHP) pursuant to criterion "C" for its local architectural significance because it contains distinctive characteristics of a type, period, or method of construction; and

WHEREAS, Section 303 (c) of the DOT Act provides that the Secretary shall not approve any program or project which requires the use of any publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance or land of an historic site of national, state or local significance as determined by the officials having jurisdiction thereof unless there is no feasible and prudent alternative to the use of such lands or sites; and

WHEREAS, the FAA, SHPO, and the City of Chicago have evaluated all means to minimize the loss of the property and determined that there is no feasible or prudent means to avoid such loss; and

WHEREAS, the FAA, in agreement with the SHPO, has determined that the mitigation described herein includes all possible planning to minimize harm resulting from the use; and

WHEREAS, the FAA intends to use the provisions of this Memorandum of Agreement (MOA) to ensure compliance with the applicable requirements of Section 303 (c); and

WHEREAS, the City of Chicago would be the entity implementing the proposed undertaking depicted on the Airport Layout Plan (ALP) and would assume responsibilities under this MOA; and

NOW, THEREFORE, the FAA, SHPO, and the City of Chicago agree that, upon acceptance of this MOA, the FAA shall ensure that the following stipulations are implemented in order to take into account the effect of the undertaking on historic properties:

STIPULATIONS

The FAA will ensure that the following measures are carried out:

1. Mitigation

A. The City of Chicago (with oversight by FAA) will prepare documentation in accordance with the Standards and Guidelines of the Illinois Historic American Buildings Survey (ILHABS) Level III for the Crane & Moreland building. The City will provide a draft document for review to the SHPO. This document will include:

1. ILHABS Level III documentation will include floor plan sketches, photographs, contextual history, and architectural description. The initial investigations gathered and/or provided photographs, context, and

architectural descriptions. Additional research for the ILHABS document will include conducting a title search, gathering information on the building's contractors Robert G. Crane and Martin L. Moreland, and reviewing historical photographs of the building at the Clearing Public Library.

2. A detailed architectural description will be developed for the Crane & Moreland Building, which will include information on its current appearance, materials, and alterations. The documentation will meet the *Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation: HABS/HAER Standards* (1990) in light of the Heritage Documentation Programs' new (November 2011) *HABS/HAER/HALS Photography Guidelines* and the revised (December 2008) *HABS Guidelines Recording Historic Structures and Sites with HABS Measured Drawings*.
3. Written historical context for the building: This essay will review the history, development, and significance of the Crane & Moreland building, Chicago's Clearing community, the Spanish Baroque Revival style, and architectural terra cotta in Chicago. The essay also presents an overview of architect Edward G. McClellan's career. The essay will include a discussion of the role played by Midway International Airport in the development of the Clearing community.
4. Archival Documentation: The ILHABS document will be produced in accordance with all archival requirements as outlined by the SHPO.
5. Copies of the ILHABS document will be distributed by the City of Chicago to the FAA and the Illinois State Historic Preservation Officer, and others as requested.

B. The City of Chicago (with oversight by FAA) will prepare documentation that includes exhibits and a list of all properties by address and PIN located in the Runway Protection Zones for Midway International Airport.

2. The City of Chicago shall ensure that all historic preservation work carried out pursuant to this agreement is carried out by or under the supervision of a person or persons meeting, at a minimum, the *Secretary of the Interior's Professional Qualifications* in the field of architecture, history or architectural history, as published in 36 CFR Part 61.
3. If potential unknown historic properties are discovered or unanticipated effects on historic properties found occur, or human skeletal remains are discovered at the Parcel 150 property, the City of Chicago will halt ground disturbing activities in the immediate area of the discovery, will initiate discovery notification procedures in a manner that is as similar as may be reasonably possible to the procedures described in implementing the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440), and will consult with IHPA to establish

and implement proper mitigation procedures concerning the discovered remains and/or properties prior to resuming ground disturbing activities in that work stoppage area.

4. Disputes regarding the completion of the terms of this agreement shall be resolved by the signatories. If the signatories cannot agree regarding a dispute, any one of the signatories may request the participation of the ACHP to assist in resolving the dispute.
5. This agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.
6. If any signatory or invited signatory to this agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment pursuant to Stipulation 3. If, within 30 calendar days (or another time period agreed to by all signatories), an amendment cannot be reached, any signatory may terminate the agreement upon written notification to the other signatories. Once the agreement is terminated, and prior to work continuing on the undertaking, the FAA will either: a) execute a Memorandum of Agreement pursuant to 36 C.F.R. {} 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. {} 800.7. The FAA shall notify the signatories and invited signatories as to the course of action it will pursue.
7. This agreement will expire if its stipulations are not carried out within 18 months from the date of its execution. At such time, and prior to work continuing on the undertaking the City of Chicago will either: (a) execute a Memorandum of Agreement pursuant to 36 C.F.R. {} 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. {} 800.7. Prior to such time, the City of Chicago may consult with the other signatories and invited signatories to reconsider the terms of this agreement and amend it in accordance with Stipulation 3. The City of Chicago shall notify the signatories and invited signatories as to the course of action it will pursue.
8. Every six months following the execution of this agreement (until it expires or is terminated), the City of Chicago will provide the FAA a summary report detailing work undertaken pursuant to its terms. The report shall include any scheduling changes proposed, any problems encountered, and any disputes or objections received in the City of Chicago's efforts to carry out the terms of this agreement.

Execution of this MOA by the FAA, the SHPO, and City of Chicago, and implementation of its terms, evidences that the FAA and the City of Chicago have complied with DOT Section 303 (c)

and that FAA and the City of Chicago have taken into account the effects of the proposed ALP revision for the acquisition and proposed demolition of the Crane & Moreland building.

SIGNATORY: FEDERAL AVIATION ADMINISTRATION

BY: Susan Mowery-Schalk Date: 5/16/14
Susan Mowery-Schalk, Manager, Airports Division, Great Lakes Region, Federal Aviation Administration

SIGNATORY: ILLINOIS STATE HISTORIC PRESERVATION OFFICERS

BY: Anne E Haaker Date: 5/27/14
Anne Haaker, Deputy SHPO, Illinois Historic Preservation Agency

SIGNATORY: CITY OF CHICAGO

BY: David Robbins Date: 5/19/14
David Robbins, Projects Administrator, City of Chicago Department of Aviation